

# Mickey Herman Surety & Insurance Agency

2505 Briarglen Road, Acton, CA 93510 Office: 661-269-2752 Fax: 661-269-2754 License #0727381

Bond Information			
Type of Bond	Bond Amount	Effective Date	Term of Bond
Business Information			
Company Name (Exactly as it appears on bond & Not DBA Name)		Business Telephone	Business Fax
Street Address	City	State	Zip
E-Mail Address	Nature of Business		
Personal Ownership Information			
First Name	Last Name	MI	Drivers License #
Date of Birth		Social Security Number	
Married: Yes <input type="checkbox"/> No <input type="checkbox"/>	Spouse's Name		Date of Birth
Social Security Number			
Home Street Address	City	State	Zip
			Home Phone
Home Ownership Own <input type="checkbox"/> Rent <input type="checkbox"/>	How Long?	Date Purchased	Current Market Value
			Present Loan Balance
Name of Bank	Checking Account Balance	Savings Account Balance	Personal Net Worth

## Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "SureTec") as follows:

1. Applicant agrees to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to SureTec, is furnished to SureTec.
2. Applicant agrees that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which SureTec or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
5. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If SureTec shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
7. An itemized statement of payments made by SureTec, sworn to by an officer of SureTec, shall be prima facie evidence of the liability of the undersigned to reimburse SureTec for such payments with interests.
8. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by SureTec shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by SureTec with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
10. The undersigned hereby expressly waive notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
12. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in Houston, Harris County, Texas, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
13. In consideration of the execution by SureTec of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_  
 \_\_\_\_\_ (Principal's authorized representative) (Title)  
 Print Company Name

### Additional Indemnitors

X \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name) (Signature) (Print Name)

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## PERSONAL FINANCIAL STATEMENT NOT TO BE USED FOR BUSINESS STATEMENTS.

To induce COMPANY to become surety for the Undersigned, or to accept the Undersigned as Indemnitor, the Undersigned submits the following Financial Statement

Personal financial statement of \_\_\_\_\_ SS. NO. \_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Street Address, City, State, Zip)

HOME PHONE NO. ( ) \_\_\_\_\_ BUS. PHONE NO. ( ) \_\_\_\_\_

NAME OF SPOUSE \_\_\_\_\_

AS OF \_\_\_\_\_, 20\_\_\_\_\_  
 (Date)

CURRENT ASSETS		CURRENT LIABILITIES	
Cash on hand (not in bank) .....		Notes payable to (names and addresses):	
Cash in following banks (names and addresses):		.....	
.....		.....	
.....		Sales Contracts & Chattel Mtgs. (Sch. 6) .....	
Stocks and bonds (Schedule 1) .....		Accounts payable .....	
Accounts receivable (Schedule 2) .....		Current portion of long term debt .....	
Notes receivable (Schedule 3) .....		Other current liabilities (Schedule 6) .....	
Other current assets (Schedule 6)		.....	
.....		Current Year's income Taxes Unpaid .....	
.....		Prior Year's Income Taxes Unpaid .....	
.....		Real Estate Taxes Unpaid .....	
.....			
<b>TOTAL CURRENT ASSETS</b>		<b>TOTAL CURRENT LIABILITIES</b>	
FIXED ASSETS		LONG TERM LIABILITIES	
Real estate (Schedule 4):		Real estate debt (Schedule 4):	
Residence .....		Residence .....	
Other .....		Other .....	
Cash value of life insurance (Schedule 5) .....		Borrowed on life insurance (Schedule 5) .....	
.....		.....	
Other assets and investments (Schedule 6) .....		Other long term debt (Schedule 6) .....	
.....		.....	
.....		.....	
.....		.....	
.....		<b>TOTAL LONG TERM LIABILITIES</b>	
<b>TOTAL FIXED ASSETS</b>		<b>NET WORTH</b>	
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES AND NET WORTH</b>	

**CONTINGENT LIABILITIES**

FOR ENDORSEMENTS OR GUARANTEES \$ \_\_\_\_\_ FOR OTHER PURPOSES \$ \_\_\_\_\_

GIVE DETAILS \_\_\_\_\_

**1. STOCKS AND BONDS**

Name of Security	No. Shares	If any pledge, State to Whom and for What Purpose	Dividends Paid Last Two Years	Market Value	Book Value
<b>TOTALS</b>				\$	\$

**2. ACCOUNTS RECEIVABLE**

Name and Address (street and city) From Whom Due	For What is it Due	When Sold	When Due	Amount
<b>TOTAL</b>				\$

**3. NOTES RECEIVABLE**

Name and Address (street and city) From Whom Due	For What Due	How Secured	Date	Maturity	Amount
<b>TOTAL</b>					\$

**4. REAL ESTATE**

Description of Property	Title in Name of	Market Value	Cost	Date Acquired	Amount Encumbrance	Monthly Payments	Monthly Income
<b>TOTALS</b>		\$	\$	\$	\$	\$	\$

**5. LIFE INSURANCE - CASH VALUE**

Name of Company	Policy Number	Name of Insured	Beneficiary	Face Value	Cash Value	Amount Borrowed

**6. OTHER ASSETS AND LIABILITIES**

Other Current Assets (itemize)	Other Current Liabilities (itemize)	Amount

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with other, execute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of a change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the statements made herein, and to determine my/our credit worthiness. You are authorized to answer questions about your credit experience with me/us.

Signature \_\_\_\_\_  
 S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_  
 S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Date Signed \_\_\_\_\_ 19 \_\_\_\_\_